



# City of **Norfolk**

## **RFP 4811-0-2016** **RYAN WHITE TECHNICAL ASSISTANCE** **AND** **CONSULTANT SERVICES**

Issuing Office: Office of the Purchasing Agent

Danny Hawk, CPPB

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Issued: August 25, 2015

**RFP OPENING DATE AND TIME: September 23, 2015**  
**2:00 p.m. Eastern Time**

**ACKNOWLEDGE RECEIPT OF ADDENDUM: #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ (Please Initial)**

THE UNDERSIGNED AGREES TO PERFORM ANY CONTRACT AWARDED AS A RESULT OF THIS RFP, IN ACCORDANCE WITH THE REQUIREMENTS OF AND ATTACHED AGREEMENT TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE OFFERORS PROPOSAL.

Offeror Legal Name:	
Virginia State Corporation Commission Number:	
Proposal Contact Name:	
Proposal Contact Email Address:	
Proposal Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Authorized Agent Contact Email:	
Authorized Agent Contact Phone:	

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## **SECTION I – SCOPE OF SERVICES**

### **A. Background**

The Ryan White Treatment and Modernization Act (RWTMA) is a Federal legislation that addresses the unmet health needs of People Living with HIV/AIDS (PLWHA). The United States Congress enacted the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act in 1990 and reauthorized and amended it in 1996 and 2000. Congress enacted the Ryan White Treatment and Modernization Act (RWTMA) in 2006. The RWTMA provides funding to cities, states, and other public and private entities to provide care and support services to individuals with HIV and AIDS who have low incomes and little or no insurance. The Ryan White Part A Program is under the Executive department of the City Manager's Office.

The goal of the RWTMA is to improve the quality and availability of care for individuals and families infected and affected by HIV disease by providing emergency assistance to regions most severely affected by the HIV epidemic. The Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services through the HIV AIDS Bureau (HAB) is the federal granting agency for the RWTMA. HRSA directs all RWTMA programs to establish a Quality Management Program "to assess the extent to which HIV health services are consistent with the most recent Public Health Service (PHS) guidelines for the treatment of HIV disease and related opportunistic infections, and to develop strategies for ensuring that such services are consistent with the guidelines for improving access to and quality of HIV services."

The City of Norfolk, acting as the Ryan White Part A administrative and fiscal agent (Grantee) for the Norfolk Transitional Grant Area (TGA) has designed a Quality Management Program (QM Program) to meet those criteria, and to establish a systematic approach to quality assessment and performance improvement. The Norfolk Transitional Grant Area (TGA) includes the Virginia cities of Chesapeake, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach and Williamsburg; the Virginia counties of Gloucester, Isle of Wight, James City, Mathews and York; and Currituck County in North Carolina.

In support of HRSA's mission, the City of Norfolk (the "City") is committed to developing and continually improving a quality continuum of HIV care that meets the identified needs of people living with HIV/AIDS. The focus of this project is to review, evaluate, and assess various aspects of the ongoing Quality Management activities to ensure that the QM tactics used are efficient and effective. This may include participating in the development of evaluation criteria, weighting systems or assessing methodologies, revisions and improvements to existing monitoring tools, the provision of trend analyses, and/or redesigning existing strategies to ensure that the QM Program has a process for continuous quality management.

The Norfolk TGA funds eleven (11) subcontractors ("Providers"), who provide core and related support services for approximately 2,300 HIV/AIDS clients in the TGA. Based on the organizational mission, the RWGA Quality Management program is committed to ensuring that clients receive comprehensive care based on mandated guidelines, professional standards and best practices. The QM Program is therefore designed to address Quality Assurance/Quality Improvement content regarding the following functional areas: Primary Medical Care, Medical Case Management, Oral Health Care, Drug Reimbursement, Substance Abuse - Outpatient Treatment, Mental Health Services, Medication Co-payment Services, Early Intervention Services, Medical Transportation, and Emergency Financial Assistance Service. Each year the Ryan White Clinical Quality Management (CQM) program conducts peer chart reviews of Part A funded agencies according to the Norfolk TGA Standards of Care and the HRSA Performance Measures. The fiscal year (FY) 2015 review will assess compliance to the standards of care in the following service categories: Primary Medical Care, Medical Case Management (including Treatment Adherence), Emergency Financial Assistance, and Medical Transportation Services.

## **B. Purpose**

This Request for Proposals seeks a contractor who can provide technical assistance and consultant services to support the Ryan White Part A Quality Management Program in all areas as outlined in the Objectives and Tasks section of this RFP. As State and Federal legislative policies evolve and existing programs mature, innovative and alternative ways to deliver the highest quality of care at the maximum cost efficiency continues to be critical. The City is seeking an Offeror who can provide a broad range of knowledge and experience to complement and support its efforts.

## **C. Program Objectives**

Offerors shall submit a proposal which is responsive to the following scope of services:

### **Objective A – Conduct Peer Review site visits**

- |                 |  |
|-----------------|--|
| <b>Task One</b> | The successful Offeror shall schedule peer review site visits for funded Ryan White core & support services. These reviews shall be conducted by professional peer reviewers (e.g. doctors, nurse practitioners, licensed social workers, etc.) and provide both an assessment of the effectiveness of program services and stimulate quality improvement efforts for service categories. The peer reviews shall look at the HRSA/HAB Performance Measures as well as the TGA's standards of care. The HRSA/HAB Performance Measures can be found at: <a href="http://hab.hrsa.gov/deliverhivaidscare/habperformmeasures.html">http://hab.hrsa.gov/deliverhivaidscare/habperformmeasures.html</a> . The TGA's standards of care can be found at: <a href="http://ghrplanningcouncil.org/index.html">http://ghrplanningcouncil.org/index.html</a> |
| <b>Task Two</b> | The successful Offeror shall provide analysis that will include tasks such as identifying and documenting cause or source of barriers to service delivery, research of other TGAs' experience and strategies to overcome barriers, and recommendation of options to the Program/Providers for resolution.  |

### **Objective B – Review and distribute data to communicate findings and results**

- |                 |   |
|-----------------|---|
| <b>Task One</b> | The successful Offeror shall review, evaluate, and assess various models of health care delivery that exist for various service categories. Particular emphasis may be placed on Outpatient/Ambulatory Medical Care, Oral Health Services, Mental Health Services, Early Intervention Services and Medical Case Management. Findings and results shall be distributed within 60 days following all reviews.   |
| <b>Task Two</b> | Based on the findings from Objective A, Task One, the successful Offeror shall present performance review data in aggregate as well as individual reports to the Program Administrator, the Planning Council and the Part A Providers, so that Providers are able to evaluate the systems of care at their institutions and make necessary adjustments based on report findings. Reports shall be sent no more than 60 days after all reviews are completed to the Quality Management Coordinator and the Individual Providers. |

**Objective C – Identify areas for improvement and select quality improvement projects**

**Task One** The successful Offeror shall offer recommendations and staff support on compliance issues related to the quality improvement initiatives.

**Objective D – Communicate results of the projects to all levels of the organization**

**Task One** The successful Offeror shall present outcome data, as designated by the Quality Management Coordinator to ,among others, the Planning Council, the Quality Improvement Strategic Planning Committee and at a Providers’ Meeting, so as to allow each Pprovider to receive information about its own program as well as comparative analysis with other providers.

**Objective E– Provide education and training to Ryan White Agencies**

**Task One** The successful Offeror shall assist the quality management program in planning for Part A Provider training and development activities.

- i. Workshops (bringing together teams of providers of similar services to receive quality improvement guidance)
- ii. Oral Health and HIV
- iii. Cultural Competency
- iv. Medical Case Management
- v. Early Intervention Services

**Objective F– Provide a final report for all Quality Management Services performed.**

**Task One** The successful Offeror shall be required to submit a final report resulting from its services at the conclusion of the final task that includes:

- i. Abstract or summary of the results of the peer reviews.
- ii. Description of data collection and other techniques used to complete the objective.
- iii. Summary of findings, conclusions, and recommendations developed in each task.
- iv. all support documentation; e.g. flow-charts, forms, questionnaires, etc.

**D. Program definitions:**

“Business Days” means Mondays through Fridays, except for those days recognized as Federal and/or State holidays.

“Continuous Quality Improvement (“CQI”)” is generally used to describe the ongoing monitoring, evaluation, and improvement processes. It is a patient/client-driven philosophy and process that focuses on preventing problems and maximizing quality of care. The key components of CQI are:

- ✓ Patients/clients and other customers are first priority.
- ✓ Quality is achieved through people working in teams.
- ✓ All work is part of a process, and processes are integrated into systems.
- ✓ Decisions are based upon objective, measured data.
- ✓ Quality requires continuous improvement.

“Offeror” means a successful Offeror or its successor pursuant to a contract executed by Offeror and the City.

“Deliverables” means those documents, records and reports required to be furnished to the City for review and/or approval pursuant to the terms of the RFP and the resulting Contract.

Ryan White Modernization Act of 2006 “Fiscal Year (“FY”)” is March 1 through February 29.

“Indicator” means a measure used to determine, over time, an organization’s performance of a particular element of care. The Indicator may measure a particular function, process or outcome.

“Issuing Office” means Office of the Purchasing Agent of the City of Norfolk.

“Outcomes” means benefits or other results (positive or negative) for clients that may occur during or after their participation in a program. Outcomes can be client-level or system-level.

“Performance” means the way in which an individual, a group, or an organization carries out or accomplishes its important functions and processes.

“Performance Measure” means a quantitative tool that provides an indication of an organization’s performance in relation to a specified process or outcome.

“Quality” means the degree to which a health or social service meets or exceeds established professional standards and user expectations. Evaluation of the quality of care should consider 1) the quality of the inputs, 2) the quality of the service delivery process and 3) the quality of outcomes, in order to continuously improve systems of care for individuals and populations.

“Quality Assurance” (“QA”) means a broad spectrum of evaluation activities aimed at ensuring compliance with minimum quality standards.

“Quality Improvement (“QI”)” means activities aimed at improving performance and is an approach to the continuous study and improvement of the processes of providing services to meet the needs of the individual and others. This term generally refers to the overriding concepts of continuous quality improvement and total quality management.

“Quality Management (“QM”)” means an ongoing, objective and systematic process of monitoring, evaluating and improving the quality, appropriateness and effectiveness of care.

## SECTION II – INSTRUCTIONS TO OFFERORS

### A. Contract Term:

The term of the contract will commence on October 1, 2015, with renewal for an additional sixty (60) months at the exclusive option of the City.

### B. Contact with City Staff, Representatives, and/or Agents:

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this RFP or any subject related to this RFP is expressly prohibited except with the prior written permission of the Purchasing Agent.

### C. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office, DemandStar ([www.demandstar.com](http://www.demandstar.com)) or eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) shall contact the Issuing Office to confirm registration.

### D. Pre-proposal Conference:

Pre-proposal will be on August 28, 2015, 11:00AM at the Office of the Purchasing Agent, 232 E. Main Street, Suite 250, Norfolk, VA 23510.

### E. Questions and Amendment(s):

Successful Offerors shall carefully examine this RFP and any Amendment(s). Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this RFP.

Questions shall be addressed to Danny Hawk, Procurement Specialist at [danny.hawk@norfolk.gov](mailto:danny.hawk@norfolk.gov). If the answer materially affects this RFP, the information will be incorporated into an Amendment and posted on DemandStar or eVA. This RFP and any Amendment(s) shall be incorporated, by reference, into any resulting Agreement. Offeror is responsible for checking DemandStar, eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Amendment(s) issued as part of this RFP.

Oral comments and/or instructions do not form a part of this RFP. Changes or modifications to this RFP made prior to the date and time of closing will be addressed by Amendment from the Issuing Office. This RFP and any Amendment will be incorporated, by reference, into any resulting Agreement.

All questions shall be submitted no later than 5:00pm EST on Monday, August 31, 2015, no late questions will be considered. The answers to questions submitted will be provided in Amendment 1 which shall be posted on Wednesday, September 2, 2015. Questions regarding the answers provided in Amendment 1 shall be submitted no later than 5:00 PM EST on Friday, September 5, 2015, no late or new questions will be considered. Any answers to the questions will be posted in Amendment 2 on Tuesday, September 8, 2015, if necessary.

### F. Schedule of Events

Event	Date
RFP Issued	Tuesday, August 25, 2015
Pre-proposal	Friday, August 28, 2015 @ 11:00 AM EST.
Question 1 Deadline	Monday, August 31, 2015 @ 5:00 PM EST.
Amendment 1 Issued	Wednesday, September 2, 2015

Question 2 Deadline	Friday, September 5, 2015 @ 5:00 PM EST.
Amendment 2 Issued	Tuesday, September 8, 2015
Proposals Due	Wednesday, September 23, 2015 @ 2:00 PM EST.
Oral Presentations	TBD
Negotiations	TBD
Intent to Award posted	TBD
Executed document	TBD
Contract begins	October 1, 2015

**G. RFP Closing:**

Offeror shall ensure its Proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped 2:01 P.M. or later) will not be considered and will be returned to the Offeror unopened.

**H. Proposal Binding For One-hundred Eighty (180) Days:**

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this RFP.

**I. Disposition of Proposals:**

All materials submitted in response to this RFP will become the property of the City on receipt by the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to Virginia Freedom of Information Act (VFOIA) public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the City except as to the disclosure restrictions contained in letter J below, "Proprietary Information/Non-Disclosure."

**J. Proprietary Information/Non-Disclosure:**

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall: invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this RFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.



**K. Offeror Obligation:**

Offeror shall carefully examine the contents of this RFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any contract resulting from this RFP.

**L. Anti-Collusion:**

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

**M. Ethics in Public Contracting:**

The Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are attached. The Offeror shall abide by such provisions in submission of its proposal and performance of any contract awarded. See Attachment B.

**N. Nondiscrimination:**

The Offeror agrees that it will adhere to the nondiscrimination requirements set forth in Code of the Norfolk City § 33.1-53, which will be incorporated into any contract awarded. See Attachment C.

**O. Debarment Certification:**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this RFP must be executed and returned with proposals. See Attachment D.

**P. Insurance Requirements:**

1. Offeror shall submit to the Issuing Office Certificates of Insurance, prior to beginning work under the resulting contract and no later than five (5) days after award of the contract.
2. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the City of Norfolk.
3. The certificates of insurance shall list the City of Norfolk, 810 Union Street, Suite 610, Norfolk, Virginia, 23510, as an additional insured for the specified services as outlined in this RFP.
4. Insurance shall be maintained during the entire term of the resulting contract and any extensions or renewals and shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
<i>Workers' Compensation</i>	Statutory
<i>Employer's Liability Insurance</i>	\$500,000 per accident/injury
<i>Automobile Liability</i>	\$1,000,000 Combined Single Limit, or \$500,000 each person, \$1,000,000 each accident
<i>Commercial General Liability, including Contractual Liability and Products and Completed Operations Coverage</i>	\$1,000,000 per occurrence, \$3,000,000 general aggregate
<i>Professional Liability</i>	\$1,000,000 Combined Limit

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the successful Offeror.

**Q. Tax Exemption:**

The City is exempt from federal excise tax and from all State and local taxes. Offeror shall not include such taxes in any invoices under the contract. Upon request, the City will furnish the offeror with tax exemption certificates or the City's tax exempt number.

**R. Compliance with Federal Immigration Law:**

The Offeror shall certify that, at all times during which any term of an agreement resulting from this RFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General. See Attachment E.

**S. Compliance with State Law – Authorization to Transact Business in the Commonwealth:**

Offeror shall represent that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

**T. Solicitation:**

The Offeror shall not solicit, entice, hire, or otherwise interfere with the employment relationship of any employees of the City with whom the offeror comes into contact as a result of work under this procurement during the term of the contract and for six (6) months thereafter.

**U. Award:**

The award of a contract(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror(s) whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive informalities. The City also reserves the right to enter into any contract deemed to be in its best interest, including the award of a contract to more than one offeror.

Offerors shall submit proposals, in accordance with the RFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award(s) is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

**V. Protests:**

- Any offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the City's Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the RFP.

- No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, the written protest shall be addressed to the City's Purchasing Agent and shall include the basis for the protest and the relief sought to be considered valid. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the RFP. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

**W. Cooperative Agreement:**

This solicitation is being conducted under the provisions of § 2.2-4304 of the Virginia Public Procurement Act, "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies.

If authorized by the Offeror(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own orders(s) directly with the successful Offeror(s). The City of Norfolk acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions.

It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s).

### SECTION III – PROPOSAL SUBMITTAL REQUIREMENTS

#### A. Proposal Submittal Elements:

Offerors shall respond to this RFP with written proposal in the format outlined below. The proposal shall include at a minimum the following sections, each under a separate tab.

1. **TAB 1, INTRODUCTION OF OFFEROR**

The proposal shall provide the following information:

Letter of Introduction, limited to one (1) page. This letter shall briefly introduce the Offeror to the City. In this letter, the Offeror shall summarize why it is the most qualified for this scope of work.

2. **TAB 2, EXPERIENCE IN PROVIDING SIMILAR SERVICE**

Offerors shall demonstrate that it has the resources and capability to provide the proposed services. Offerors may demonstrate their resources and capabilities for all of the tasks below:

- 1) **Capability of providing proposed service**
- 2) **Experience in type of service proposed**
- 3) **Availability of proposed staff**
- 4) **Depth of staffing resources**

3. **TAB 3, CAPABILITIES AND SKILLS**

a. List and provide examples of, a minimum of three (3) and a maximum of ten (10), past peer chart reviews that were provided within the last year from the date of this RFP. Limit the number of pages to two (2) pages per project.

- 1) Describe the scope of the service, the type of client (Other Ryan White Programs, other HIV agencies, etc.) and elaborate on the type of services provided.
- 2) Describe any problems encountered during the project and solutions devised.
- 3) Provide client's contact information, including name, organization, telephone number and email address, along with copies of any awards or commendations received for the referenced services.

b. Credentials of the proposed staff and organizational stability. Include at a minimum the following information. Limit the number of pages to two (2) pages for the summary and one (1) page resumes for each of the proposed staff.

- 1) Identification of managing professional.
- 2) Manager's portfolio of experience. Please indicate which of the projects referenced above in sections 3 and 5 were managed by the project manager.
- 3) Provide an organizational chart that describe the division of responsibility among the members of the staff;
- 4) Provide one (1) page resumes for each of the key program staff members; and all relevant certifications.
- 5) Provide names of subcontractors. Include the following information for each proposed subcontractor:
  - a) Identification of subcontractors, their areas of expertise, and a description of how they will be used in this project;
  - b) Provide one (1) page resumes for each proposed sub-contractor staff assigned to this proposal/contract;
  - c) List up to three (3) relevant projects completed in the past five (5) years by staff assigned to this proposal/contract; and

- d) Provide client's contact information along with copies of any awards or commendations received for the referenced projects.

4. **TAB 4, Provide contact information for three (3) jurisdictions for whom your agency provided services in the past two (2) years. At a minimum, please provide the following information:**

- a. Name of an individual from that jurisdiction that can provide information regarding the quality of services provided by your firm; and
- b. Contact person's email address, and phone number.

5. **TAB 5, BUDGET**

Provide budget using Attachment G – Pricing Form, "Budget", Budget should be provided for five (5) years. The budget total for five years will then be used in a calculation to obtain up to 25 points.

**EXAMPLE:**

Cost will be determined by the lowest cost receiving the maximum amount of points. The following is an example:

The City receives three proposals: Firm 1 is \$400,000, Firm 2 is \$600,000, and Firm 3 is \$800,000

Firm 1 would receive the maximum of 30 points

Firm 2 would receive \$400,000 divided by \$600,000, or 67% of the 30 maximum allowable points = 20.1 points

Firm 3 would receive \$400,000 divided by \$800,000 or 50% of the 30 maximum allowable points = 15.

**B. Evaluation of Proposals:**

Evaluation of proposals will be under the complete jurisdiction of the City. It is the intent in this RFP that all services provided be complete in all respects without the need for the City to engage separate technical expertise. Upon receipt of the proposals, the City will evaluate all materials submitted by offerors and rank the proposals using the following 100-point scale:

Criterion	Points
Services to be provided	20
Experience in providing similar service	30
Capabilities and skills	30
Budget	20
<b>TOTAL</b>	<b>100</b>

**C. Presentation/Demonstration:**

If, in the City's opinion, offeror presentations or demonstrations of the proposal are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror and travel will be at the offeror's expense.

**D. Preparation of Proposals:**

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the RFP, the Proposal Submittal Requirements, and the Preparation of Proposals items outlined in this RFP.

It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the described format and to include the required information could result in disqualification or a poor evaluation of the offeror's proposal. The City reserves the right to determine if a proposal is incomplete or non-responsive. Each element should be completed and omissions shall be explained.

**E. Exceptions/Alternatives:**

Detail any exceptions taken to the ***Scope of Work*** or any other provision of this RFP. For each exception, offeror will specify the RFP page number, section number, and the exception taken. Offeror must not incorporate its standard contract document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this RFP, as described in the Exceptions/Alternatives section of this RFP.

**F. Cost incurred in Responding:**

This RFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

## Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of \_\_\_\_\_ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## **Attachment B: Ethics in Public Contracting**

### **Sec. 33.1-86. Purpose (Virginia Code §2.2-4367).**

The provisions of this chapter supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act [Virginia Code § 2.1-347 to § 2.1-358], the Virginia Governmental Frauds Act [Virginia Code Sec. 18.2-498.1 to Sec. 18.2-501], and statutory prohibitions against bribery [Virginia Code § 18.2-438 to §. 18.2-450]. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act. (Ordinance No. 34,573, 2, 8/1/87).

### **Sec. 33.1-87. Proscribed participation by public employees in procurement transactions (Virginia Code §2.2-4369) (Ord. No. 34,573, 2, 8/1/87).**

No public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the City when the employee knows that:

1. The employee is contemporaneously employed by a contractor involved in the procurement transaction; or
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with an contractor.

### **Sec. 33-1-88. Solicitation or acceptance of gifts (Virginia Code §2.2-4371).**

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from an contractor or sub-successful contractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The City may recover the value of anything conveyed in violation of this section.

### **Sec. 33.1-89. Disclosure of subsequent employment (Virginia Code §2.2-4370).**

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the City unless the employee, or former employee, provides written notification to the City manager prior to commencement of employment by that contractor.

### **Sec. 33.1-90. Gifts by contractor, or Sub-Successful contractor (Virginia Code §2.2-4371).**

No contractor or sub-successful contractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is exchanged.



Sec. 33.1-91. Kickbacks (Virginia Code §2.2-4372).

1. No contractor or sub-successful contractor shall demand or receive from any of his suppliers or his sub-successful contractor, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No contractor or sub-successful contractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If an contractor or sub-successful contractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the City and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Sec. 33.1-92. Purchase of building materials, supplies or equipment from architect or engineer prohibited (Virginia Code §2.2-4374).

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the City shall be sold by or purchased from any person employed as an independent successful contractor by the City to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

Sec. 33.1-93. Penalty for violation (Virginia Code §2.2-4377).

Willful violation of any provision of this article shall constitute a class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Initial: \_\_\_\_\_

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## Attachment C: Nondiscrimination

Sec. 33.1-53. Employment discrimination by contractor prohibited Every contract over \$10,000 shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor.

Initial: \_\_\_\_\_

Remaining page intentionally left blank.

## **Attachment D: Debarment Certification**

### **Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

#### **I. CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

#### **II. INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this RFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

III. **NOTICE.**

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment E: Compliance with Federal Immigration Law**

### **1. CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that -

The offeror or any of its Principals at all times during which any term of the contract is in effect,  
(Please fill in with your enterprise's complete name)

\_\_\_\_\_ does  
not and shall not knowingly employ any unauthorized alien. For purposes of this section, an  
"unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in  
the United States nor authorized to be employed by either Title 8, section 1324a of the United States  
Code or the U.S. Attorney General.

### **2. INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any  
time prior to contract award, the offeror learns that its certification was erroneous when  
submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not  
necessarily result in withholding of an award under this solicitation. However, the certification  
will be considered in connection with a determination of the offeror's responsibility. Failure of  
the offeror to furnish a certification or provide such additional information as requested by the  
appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a  
system of records in order to render, in good faith, the certification required by paragraph (a) of  
this provision. The knowledge and information of an offeror is not required to exceed that which  
is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact  
upon which reliance was placed when making award. If it is later determined that the offeror  
knowingly rendered an erroneous certification, in addition to other remedies available to the  
City, the appropriate City purchasing official may terminate the contract resulting from this  
solicitation for default.

### **3. NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and  
the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution  
under section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia**

**I. CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)

\_\_\_\_\_ certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

\_\_\_\_\_

B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_